

AGREEMENT

Between

KEARSARGE REGIONAL SCHOOL BOARD

and the

KEARSARGE REGIONAL EDUCATION ASSOCIATION

2013-2016

Approved by the voters of the Kearsarge Regional School District, March 12, 2013

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KEARSARGE REGIONAL SCHOOL DISTRICT - TEACHERS' AGREEMENT
2013-2016

1 **Article I. RECOGNITION**

2 A. For the purpose of collective negotiation, the Kearsarge Regional School Board (the
3 Board) recognizes the Kearsarge Regional Education Association (the Association) as
4 the bargaining representative of all:

- 5 1. Teachers
- 6 2. Department Coordinators
- 7 3. Guidance Counselors
- 8 4. Reading Specialists/Diagnosticians
- 9 5. Nurses (see Appendix B)
- 10 6. Media Specialists/Generalists
- 11 7. Speech/Language Pathologists
- 12 8. Social Workers
- 13 9. School Psychologists/Psychiatrists
- 14 10. School to Work Coordinators
- 15 11. Occupational Therapists

16 B. Definition

17 1. A part-time employee is an individual whose assigned duties require him/her to be
18 regularly present at school for less than the usual full school week or day.

19 2. It is agreed that part-time employees shall be entitled to the same benefits as other
20 employees prorated in accordance with contract time. This provision will not apply if it
21 is contrary to the regulations of benefit providers.

22 3. Part-time non-continuing staff is not covered by any RIF provision under Article
23 VII.

24 4. At the sole discretion of the administration, part-time staff (less than 0.80 FTE) may
25 be assigned to either a greater or lesser percentage of work (percent Full-Time
26 Equivalent) than that amount assigned in their current year's contract without activating

27 any provision of RIF under Article VII.

28 5. Any teacher less than 0.8 FTE is required to attend meetings and obligations on a
29 prorated basis to be arranged with the building administrator. It shall be the obligation
30 of the teacher to obtain all information from meetings that were not attended.

31 C. The above listed persons covered by this Agreement shall be referred to as “teachers” in
32 this Agreement. The Association and the Board agree to enter into negotiations in
33 accordance with RSA 273-A. All bargaining unit members are professionals and will
34 fulfill the duties and responsibilities of their positions.

35
36 **Article II. NEGOTIATION PROCEDURE**

37 A. Initiation of Negotiations

38 Either party desiring to bargain shall serve written notice of its intention to the other party
39 at least 120 days before the budget submission date, in accordance with RSA 273-A.

40 Negotiations shall begin no later than ninety (90) days before the budget submission date.

41 B. Scope of Negotiations

42 During negotiations, the Board and the Association may present relevant data,
43 exchange points of view, and make proposals and counterproposals. The Board and the
44 Association will, upon request, make available to one another for inspection all
45 pertinent non-confidential records, dates, and information used in developing proposals.

46 Either party may, if it so desires, utilize the services of outside consultants and may call
47 upon professional and lay representatives to assist in the negotiations.

48 C. Form of Agreement

49 The parties may by mutual agreement pass over mediation and go directly to fact-
50 finding. Any agreement reached shall be reduced to writing and be signed by the Board
51 and by the Association.

52 D. Matter for Negotiations

53 It is agreed that terms and conditions of employment shall not be changed or
54 implemented without prior negotiations as required by RSA 273-A: 1 XI as interpreted
55 and applied by the decisions of the Public Employee Labor Relations Board and the
56 New Hampshire Supreme Court.

58 **Article III. TEMPORARY LEAVES OF ABSENCE**

59 A. Sick Leave

60 1. Each teacher who is under full-time contract for a full professional year shall be
61 granted fifteen (15) days of sick leave per year. Sick leave shall be accumulative to one
62 hundred five (105) days. At no time will a teacher carry over more than one hundred
63 five (105) days of available leave. These sick leave days may be used for:

- 64 a) Personal illness or injury
- 65 b) Illness or injury in the immediate family
- 66 c) Bereavement related to the death of a parent, spouse, child, sibling or
67 other as approved by the Superintendent.

68 2. The Association and the Board recognize that sick leave is to be taken only for
69 purposes listed in this Article III A. Sick leave is not intended to represent a form of
70 payment to a teacher or teachers, nor to grant any rights to be absent from school for
71 purposes other than as set forth in this Article III A. The provisions in this Article and
72 Article IV are in addition to the FMLA.

73 3. Sick leave should be prorated in accordance with contract time.

74 B. Emergency Leave

75 Teachers shall have up to three (3) days non-cumulative emergency leave with full pay
76 each school year. Where possible, notification that an emergency leave day will be
77 taken will be given to their building Principal or his/her designee as soon as possible
78 prior to taking such leave, but in no event later than five (5) school days after taking
79 that leave. Emergency leave is not intended to be used for the purpose of extending a
80 weekend or a vacation period. Failure to give such notification will result in such leave
81 being treated as sick leave under Article III A. Emergency leave shall be used only for:

- 82 a) Circumstances beyond the control of the teacher.
- 83 b) Personal affairs which cannot be accomplished at any other time.
- 84 c) Duties as an official of a governmental agency.

85 C. Professional Leave

86 All staff members shall be allowed two (2) professional days for attending conferences,
87 workshops, or educational meetings as approved by their Principal. Additional days
88 may be granted or required by the building Principal and the Superintendent.

89 D. Disciplinary Action

90 In the event a teacher takes leave, which is not authorized by this Article III A or III B,
91 the teacher will be subject to disciplinary action. The Superintendent shall hold a
92 hearing with the teacher. The teacher is expected to present evidence supporting the
93 appropriate use of the leave. If that hearing results in a finding that unauthorized leave
94 was taken, a written finding specifying the facts of the breach will be issued and there
95 shall be an automatic deduction from that teacher's salary at the rate of 1/94th of the
96 annual salary paid to said teacher for each such unauthorized leave day found to have
97 been taken.

98
99 **Article IV. EXTENDED LEAVES OF ABSENCE**

100 A. Child-rearing Leave

101 1. Child-rearing leave shall be granted to any teacher who requests it provided that
102 she/he is expecting or adopting a child. Such leave must be requested in writing by the
103 teacher at least ninety (90) days prior to the anticipated birth or adoption date. The
104 request shall specify the anticipated date such leave will begin and the date of return to
105 full-time teaching. The return date shall be the first day of a term or other mutually
106 agreed upon date. This leave will be without salary, but the district will contribute 50%
107 of the premium cost for the health care plans in Article XI F and XI G and 100% of XI
108 H and XI I (Life Insurance and Long Term Disability). The teacher's monthly portion
109 of the premium shall be contributed monthly in advance, failing which the teacher risks
110 termination of the plans for failure to pay to the insurer the full premium due. The
111 portion of a leave taken during the contract year by a teacher due to disability resulting
112 from pregnancy, miscarriage, or childbirth shall be charged to his/her available sick
113 leave.

114 2. The child-rearing leave of absence shall not exceed one calendar (1) year, unless the
115 Superintendent grants up to an additional year of child-rearing leave. A teacher taking
116 child-rearing leave shall return and shall resume his/her duties no later than the
117 beginning of the next school quarter following nine months after the birth or adoption
118 for which the leave is taken. The teacher may, by mutual agreement with the
119 Superintendent of Schools, return to full-time employment prior to the conclusion of

120 the leave, providing the teacher notifies the Superintendent at least sixty (60) days prior
121 to the start of the quarter for which he/she will return to teaching. A teacher on child-
122 rearing leave will be subject to the same terms relating to termination and reduction in
123 force as apply to all other teachers under this Agreement. Whenever possible the
124 teacher will return to the same position or a similar position unless a request is made for
125 a different position and is agreed upon between the teacher and Superintendent. An
126 approved child-rearing leave in excess of one (1) calendar year, unless approved by the
127 Superintendent, shall constitute a break in service.

128 B. Sabbatical Leave

129 1. Sabbatical leaves are granted at the discretion of the School Board and are designed
130 to encourage the improvement of instruction, supervision and administration in the
131 Kearsarge Regional School District. Any full-time teacher may apply for a sabbatical
132 leave during or after his/her seventh year of continuous service in the Kearsarge
133 Regional School District. Under exceptional circumstances, the Board may waive the
134 seven-year (7) requirement. The teacher must present a detailed sabbatical leave
135 proposal for approval by the School Board upon recommendation of the Superintendent
136 of Schools. This proposal must be submitted to the Superintendent prior to January 1
137 of the school year preceding the sabbatical leave. Applicants will be notified of
138 decisions prior to May 1.

139 2. A Sabbatical Leave Committee will be established as needed and consist of two (2)
140 Board members, two (2) administrators and three (3) teachers – one (1) from each level
141 -- high school, middle school and elementary school -- which will make
142 recommendations to the Superintendent concerning the sabbatical leave proposals.

143 3. Sabbatical leaves will be available only for full-time study or research programs,
144 which offer potential benefit both to the individual teacher and to the school system.
145 Travel will not be approved except when necessary and incidental to a study program.
146 Not more than two (2) full-time teachers will be granted a leave during a school year.

147 4. For a full-year sabbatical, the teacher will receive one-half of the annual salary
148 he/she would receive in his/her position in Kearsarge Regional School District. For a
149 half school-year sabbatical, the teacher will receive the full salary he/she would have
150 received during this period. A half-year sabbatical will be approved only if satisfactory

151 arrangements can be made to cover a teacher's responsibilities during a partial year's
152 absence.

153 5. During the sabbatical the teacher will receive the benefits listed in Article XI A, E,
154 G, H and L and the credit allowance offered to a teacher in active service pursuant to
155 Article V B. A teacher will receive credit on the salary schedule for the sabbatical
156 leave.

157 6. The teacher will return to the Kearsarge Regional School District for a minimum of
158 two (2) years following the sabbatical. If he/she terminates his/her employment before
159 the end of the two-year (2) period, he/she must repay on a prorated basis within a five-
160 year (5) period the amount of the sabbatical leave compensation.

161 7. Whenever possible the teacher will return to the same position or a similar position
162 unless the teacher makes a request for a different position and it is agreed upon between
163 the teacher and Superintendent.

164

165 **Article V. PROFESSIONAL DEVELOPMENT**

166 A. Each teacher is required to participate in the School Administrative Unit Professional
167 Development Plan. It is the teacher's responsibility to maintain a current teaching
168 credential and to notify the Superintendent by December 1 of any anticipated change in
169 degree status for the next year.

170 B. The School Board will allow up to 1% of the total compensation as shown in Article XI
171 Section A1, to be used for District Approved Graduate programs (Master's, Certificate
172 of Advanced Graduate Studies and Doctoral degrees), course, conference, and
173 workshop registration(s). The amount so determined will be allocated 50% to support
174 of District Approved Graduate programs and 50% to other course, conference and
175 workshop registration(s) subject to the Grandfather Clause below.

176 C. District-Approved Graduate Degree Programs

177 1. Approval for a District Approved Graduate program shall be subject to the
178 availability of funds. Priority shall be given to those seeking a degree in an area that
179 meets the district's needs. Approval is the exclusive responsibility of the
180 Superintendent.

181 2. Reimbursement will be in the form of an interest free loan, which shall become due

182 and payable if the teacher leaves the district voluntarily or for disciplinary reasons.
183 Fifty percent of the loan shall be forgiven at the end of four years of teaching service to
184 the district following graduation from the program and the remainder shall be forgiven
185 five years after graduation.

186 3. Each teacher may receive up to the per credit cost of the UNH state university
187 system or the cost of tuition, whichever is the lesser, up to a maximum of twelve (12)
188 credits per year toward the cost of summer school courses and up to a maximum of four
189 (4) credits per school semester for courses to meet the above requirements or to assist
190 him/her in obtaining credits for a master's degree. This provision will not be met if the
191 teacher is recompensed in some other way such as scholarships, grants, etc. Teachers
192 desiring to qualify for more than twelve (12) credits per summer must receive approval
193 from the Superintendent.

194 4. All courses must be related to the teacher's professional development plan. Money
195 for reimbursement will be set aside when the Superintendent approves the courses to be
196 taken. The District will provide payment for approved courses when presented with a
197 purchase order from the offering institution with the understanding that the teacher
198 requesting this prepayment option must also execute a salary reduction agreement at the
199 time of the request for graduate course approval and provide written evidence of a
200 passing grade (B or better) within thirty (30) calendar days of the completion of the
201 course either in the form of a transcript or letter on the school's stationery. In no case
202 can this be later than June 10 so that accounts can be closed for the fiscal year. If the
203 teacher withdraws from the class, he/she must give written notice to the District within
204 fifteen (15) calendar days. The teacher will be responsible for any money not
205 recovered from the offering institution because of withdrawal. Failure to comply with
206 these requirements will result in the implementation of the salary reduction agreement.
207 Teachers who are pursuing an advanced degree must take at least one (1) course every
208 semester until the degree is reached. If a semester is going to be missed, the teacher
209 must inform the Superintendent in writing at least forty-five (45) calendar days before
210 the beginning of the semester so that monies may be reallocated. If a teacher misses
211 more than one (1) semester, he/she will need to reapply for inclusion in the Graduate
212 program unless granted permission by the Superintendent.

213 5. Other Courses and Workshops: Money for course(s), conference(s), workshop(s)
214 and related expenses including reasonable travel & lodging will be divided equally
215 among teachers who are not participating in the District Approved Graduate program.
216 Any unexpended funds available on June 1 of the contract year become available to any
217 teacher on a first-come first-served basis for course(s), conference(s) and workshop(s)
218 only, exclusive of related expenses. Any reimbursement shall be for courses or
219 workshops related to the teacher's professional development plan and shall be subject
220 to the approval of the Principal and Superintendent.

221 6. Grandfather Clause: Teachers currently in a District Approved Graduate program as
222 of the date of the approval of this contract may finish the program in accordance with
223 the terms previously agreed to and will receive funding priority. Those on the waiting
224 list as of the adoption of this contract shall follow the procedures outlined in this
225 Article, Section C4.

226 7. The Superintendent may elect to spend funds for professional development purposes
227 greater than the 1% referenced above in which case such additional funds are not
228 subject to the provisions of this Article.
229

230 **Article VI. GRIEVANCE PROCEDURE**

231 A. A grievance means an alleged violation, misinterpretation, or misapplication of any
232 provision of this Agreement.

233 B. To be considered under this procedure, a grievance must be initiated in writing and
234 signed by the teacher or teachers who allege the violation, misinterpretation, or
235 misapplication within twenty-five (25) school days of its occurrence. If the grievance
236 is within fifteen (15) school days of the end of the school year, then the teacher or
237 teachers may file a grievance by September 7 of the following year.

238 C. The School Board, through the Superintendent, may notify the Association of similar
239 grievances. A group grievance must meet the three criteria indicated below:

- 240 1. There must be a common issue
- 241 2. Each of the teachers must be identified by name
- 242 3. There must be mutual agreement by the School Board and the
243 Association as to the subject matter of the grievance and the

275 4. If the teacher is not satisfied with the Superintendent's decision, he/she may appeal
276 his/her grievance to the Board within ten (10) school days after receipt of the
277 Superintendent's decision. The Board shall hold a hearing within twenty (20) school
278 days, at which the grievant shall present his/her grievance, to which the Superintendent
279 shall offer his/her response. The Association and/or District may be represented by an
280 outside party. Should the Association or the District seek representation by an outside
281 party, that entity will notify the other at least five (5) school days before the hearing.
282 The School Board shall make a decision on the issue and so advise the grievant and the
283 Association in writing within twenty (20) school days of that hearing.

284 5. If the decision of the Board does not resolve the grievance and if the teacher
285 through the Association decides to appeal that decision, the matter shall be submitted to
286 Binding Arbitration providing the Association notifies the Superintendent of such a
287 request within twenty (20) school days of the Board's decision.

288 6. Failure to communicate the decision on a grievance within the specified time limits
289 shall permit the grievant to proceed to the next step. Failure in any step of this
290 procedure to appeal a grievance to the next step within the specified time limits shall be
291 deemed a waiver of future appeal of decision and will be considered acceptance of the
292 decision rendered.

293 7. No reprisals of any kind will be taken by the District or teachers against any party in
294 interest.

295 F. Arbitration

296 The following procedure shall be used to secure the services of an arbitrator:

- 297 1. The parties will attempt to agree upon a mutually satisfactory third
298 party to serve as arbitrator. If no agreement is reached within ten
299 (10) school days following the date the request for arbitration was
300 received by the Board, the American Arbitration Association will be
301 notified by either or both parties and requested to submit a roster of
302 persons qualified to function as an arbitrator.
- 303 2. The arbitration shall be administered consistent with current Labor
304 Arbitration Rules of the American Arbitration Association.
- 305 3. If the parties are unable to determine a mutually satisfactory

306 arbitrator within ten (10) school days of receipt, the American
307 Arbitration Association may be requested by either party to
308 designate an arbitrator.

309 4. The arbitrator shall limit him/herself to the issues submitted to
310 him/her and shall consider nothing else. He/She shall be bound by
311 and must comply with all of the terms of this agreement. He/She
312 shall have no power to add to, delete from, or modify in any way any
313 of the provisions of this Agreement. The arbitrator may apply no
314 penalty payments.

315 5. The Board, the aggrieved, and the Association shall receive copies of
316 the arbitrator's report. This shall be accomplished within thirty (30)
317 school days of the completion of the arbitrator's hearing.

318 6. The costs for the services of the arbitrator including per diem
319 expenses, if any, and actual and necessary travel, subsistence
320 expenses and the cost of the hearing room shall be borne equally by
321 the Board and the Association. Any other expenses shall be paid by
322 the party incurring it.

323

324 **Article VII. REDUCTION IN FORCE POLICY**

325 A. In the event it becomes necessary in the Board's opinion to reduce the number of
326 teachers due to reasons of economy, program elimination or reduction, declining
327 enrollment in a given grade level, given subject area, or because of the consolidation or
328 elimination of positions or programs, the basis for the decision to terminate a teacher or
329 teachers shall be in accordance with the following:

330 1. Reductions will first be accomplished by attrition, such as resignations, retirements
331 or probationary status. Probationary status teachers with five (5) years or less and any
332 experienced educator who has been placed on a Formal Assistance Plan (FAP) as
333 outlined in the Supervision and Professional Development Model and has not shown
334 acceptable progress in six (6) months on the plan will become part of this pool of
335 probationary teachers and considered for the reduction in force.

336 2. If more reductions are necessary, teachers whose position will be eliminated and

337 who were employed by KRSD and moved into a position being eliminated in the best
 338 interest of KRSD, will be offered the opportunity to return to their previous position (or
 339 a similar position within their certification area) if they would not otherwise be
 340 terminated in accordance with the criteria set forth below.

341 3. All teachers will be classified according to their present assignment and shall be
 342 reduced by the following classifications of grade levels and subject areas.

Grade Level	Subject Area
Grade 6 - 12	Language arts, social studies, math, science, reading, foreign language or other primary assignments
Pre-K - 12	Music, art, special education, library, physical education, health, family and consumer science, information technology, guidance, nurse, speech/language pathologist, school psychologist/psychiatrist, social worker, school-to-work coordinator, occupational therapist, reading specialist, math coach or other primary assignments

343
 344 4. In making staff reduction decisions among certified staff, from the classifications
 345 above, the Superintendent, in his or her sound discretion, will consider the criteria listed
 346 below, in no particular order:

- 347 a) Qualifications to teach particular subjects or grades as determined by New
 348 Hampshire Certification Standards.
- 349 b) Seniority, which is defined as the total number of years continuously
 350 employed in this bargaining unit.
- 351 c) Academic and professional preparation beyond minimum standards.
- 352 d) Total teaching performance as determined by previous evaluations.

353 The Superintendent will provide to each teacher a synopsis of how his/her decision was
 354 reached which provides information about each ranking listed.

355 B. A listing including all teachers, their certifications, years of continuous service from the
 356 date of last hire (the Date of Hire) with the District, and the Date of Hire will be posted
 357 in each school by November 1 by the Office of the Superintendent unless otherwise
 358 mutually agreed to by the Superintendent and Association President.

359 C. As soon as reduction in force is seriously contemplated, the Superintendent of Schools

360 shall notify the President of the Association and the teachers in the specific
361 classifications within which it is contemplated a position will be eliminated. No later
362 than the third Tuesday in March, the teachers affected by the RIF will receive a
363 notification that their position is in jeopardy of non-renewal as a result of RIF. The
364 affected teacher(s), along with a KREA representative, may provide the Superintendent
365 with information pertaining to the criteria listed in Article VII A4.

366 D. Teachers who are RIFed will be placed on a recall list for three (3) years. In order to
367 exercise this right, the teacher must indicate in writing within ninety (90) calendar days
368 of the notice of RIF, that he/she wishes to be placed on the recall list. Any teacher
369 RIFed and indicating a desire for recall will be notified of any teaching vacancy which
370 is of a full-time nature and lasting for one (1) year or more. If the RIFed teacher is
371 interested in the opportunity, he/she must respond within fourteen (14) calendar days
372 from the date the notice of vacancy is sent to him/her. Failure to respond within
373 fourteen (14) calendar days from the date of the notice of vacancy is sent will result in
374 removal from the recall list.

375 E. A teacher indicating an interest in an opportunity will automatically be considered a
376 finalist (one of not more than two to three candidates considered by the Superintendent
377 for employment) for any position for which he/she is competent and fully qualified.
378

379 **Article VIII. MANAGEMENT RIGHTS**

380 A. The parties agree that all the rights and responsibilities of the Board which have not
381 been specifically provided for in this agreement are retained at the sole discretion of the
382 Board or its designee(s), whose right to determine and structure the goals, purposes,
383 functions, and policies of the District without being subject to the grievance and
384 arbitration procedures of this agreement shall include, but not be limited to, the
385 following:

386 1. The right to direct teachers, to determine qualifications, promotional criteria,
387 hiring criteria, standards for work and to hire, promote, transfer, assign,
388 retain teachers in positions; to suspend, demote, discharge or take other
389 disciplinary actions against a teacher for proper and just cause, subject to the
390 other provisions of this agreement, including grievance and arbitration;

- 391 2. The right to relieve a teacher from duty because of lack of work or other
392 legitimate reasons;
- 393 3. The right to take such action as in its judgment it deems necessary to
394 maintain the efficiency of District operations;
- 395 4. The right to determine the means, methods, budgetary and financial
396 procedures, and personnel by which the operations are to be conducted;
- 397 5. The right to take such actions as may be necessary to carry out the missions
398 of the District in case of emergencies;
- 399 6. The right to make rules, regulations and policies not inconsistent with the
400 provisions of this agreement and to require compliance therewith; and
401 7. The right to subcontract.
- 402 B. Nothing in this Agreement shall be construed to limit the right of the Superintendent or
403 other supervisory personnel to direct the teachers, as their judgment requires in any and
404 all emergency situations as he/she deems to be appropriate.
- 405 C. It shall be the right of the Association to present and process grievances of its members
406 whose wages, hours or working conditions are changed in violation of this Agreement
407 as specified in Article VI whenever such grievances exist.
- 408

409 **Article IX. TEACHER RIGHTS**

- 410 A. The Board agrees that every teacher shall have the right to freely organize and support
411 the Association for the purpose of engaging in collective bargaining or negotiation.
412 The Board will not discriminate against any teacher with respect to hours, wages, or
413 any terms or conditions of employment on the basis of race, creed, color, religion,
414 national origin, gender, sexual orientation, marital status, handicap or age or by reason
415 of his/her membership in the Association or collective negotiations with the Board; or
416 his/her institution of any grievance, complaint or proceeding under this agreement or
417 otherwise brought in good faith with respect to any terms or conditions of employment.
- 418 B. The teacher or his/her designee (see Appendix D) shall have the right to review the
419 contents of his/her personnel records. Other examinations of a teacher's file(s) shall be
420 limited to the School Board, the Superintendent, the supervising Principal, and such
421 attorney for the Board or other designated, qualified person with a need to know for

422 legitimate Board purposes or supervisory reasons. No material related to a teacher's
423 job performance or behavior, including complaints originating after initial employment,
424 will be placed in his/her personnel file unless the teacher has had an opportunity to
425 review the material. The teacher may submit a written notation regarding any material,
426 and the same shall be attached to the file copy of the material to be placed in his/her
427 file. If the teacher believes the material is inappropriate or in error, he/she may request
428 that the material be corrected or expunged from the file, whichever is appropriate.
429 When a teacher is requested to sign material placed in the file, the signature indicates
430 that he/she has read the material, and the signature shall not be interpreted to mean
431 agreement with the content of the material. Any person reviewing a teacher's file
432 (including that teacher) shall sign and date a sheet attached to the file for this purpose.
433 This review shall take place during an agreed upon time; requests to examine the file
434 need to be made to the Superintendent or his/her designee at least twenty-four (24)
435 hours prior and shall not be unreasonably withheld. The review may be sooner if
436 mutually agreed upon.

- 437 C. It is the District's intent to hire a substitute whenever a teacher is absent. If a
438 substitute is not available, the building administrator will make every effort to arrange
439 for coverage.

440
441 **Article X. OTHER RIGHTS**

442 A. Association Rights

443 The Association shall have the right upon prior notice to the building principal to use a
444 school building at reasonable times for meetings. The Association and its designated
445 representatives, who shall be specified in writing to the appropriate Principal, shall
446 have the right to use school equipment at reasonable times, when such equipment is not
447 otherwise in use upon terms for reimbursement to be mutually determined by the
448 Association and the Superintendent.

449 B. School Board Rights

450 If a teacher signs a contract for the following school year, he/she will, notwithstanding
451 that fact, be released from that contract if such release is requested by that teacher prior
452 to the last regular school day of the current fiscal year. After that date, the signed

453 contract for the ensuing year will be honored. If, after that date, a teacher desires
454 release from his/her contract, the Board reserves the right to withhold that release until
455 such time as a suitable replacement has been obtained. Teachers resigning after the last
456 regular day of school will be responsible for repayment of any staff development
457 payments made by the District for courses or other benefits provided under Article V B,
458 which courses or other benefits are in effect or become available after the last regular
459 day of the school year, and for all costs incurred by the School District to obtain a
460 replacement, not to exceed \$1,500. This includes but is not limited to: advertising,
461 differential in salary, administrative time, etc. In the event the reason for the failure to
462 give notice prior to the last regular school day of that fiscal year is beyond the control
463 of that teacher, then such repayment shall be limited to \$250.

464

465 **Article XI. COMPENSATION**

466 A. Salary Performance Compensation & Group Goal Attainment Compensation

467 1. For 2013-14:

468 Salary -- Teachers will be paid in accordance with the 2013-14 salary schedules in
469 Appendices A and B. Subject to Article XIII(D), teachers in their second and
470 subsequent years of employment in this bargaining unit will advance one step or
471 off-step position on the salary schedules from 2012-13.

472 2. For 2014-15:

473 Salary – Teachers will be paid in accordance with the 2014-15 salary schedules in
474 Appendices A and B. Subject to Article XIII(D), teachers in their second and
475 subsequent years of employment in this bargaining unit will advance one step or
476 off-step position on the salary schedules from 2013-14.

477 3. For 2015-16:

478 a) Salary – Teachers will be paid in accordance with the 2015-16 salary
479 schedules in Appendices A and B. Subject to Article XIII(D), each teacher will
480 remain on the same step or off-step position of the salary schedule in 2015-16 as in
481 2014-15.

482 b) Performance Compensation –

483 i) In addition, each teacher whose overall rating on his/her summative

484 evaluation in 2015-16 is distinguished or proficient, will receive the following
485 performance compensation in June 2016:

486	<u>Overall Rating</u>	<u>Performance Compensation</u>
487	Distinguished	\$1,700
488	Proficient	\$1,000

489 ii) Each teacher whose overall rating on his/her summative evaluation
490 in 2015-16 is basic/developing will not receive performance compensation in 2015-
491 16.

492 iii) Each teacher whose overall rating on his/her summative evaluation
493 in 2015-16 is ineffective will not receive performance compensation in 2015-16,
494 and will be placed on a formal assistance plan if re-employed for 2016-17

495 iv) After expiration of this Agreement on June 30, 2016, all on-step
496 teachers will have their 2015-2016 performance compensation included within their
497 base salary. Teachers on the top step or off-step will not have their 2015-2016
498 performance compensation included within their base salary. Teachers will not
499 receive performance compensation beyond June 30, 2016 unless and until a
500 successor agreement so provides.

501 c) Group Goal Attainment Compensation – In addition, the Office of the
502 Superintendent and the School Board will determine and measure group goals in
503 consultation with the Association. Each teacher who is assigned to a school that
504 attains two (2) or more of group goals in 2015-16 will receive a non-cumulative
505 group goal attainment compensation of \$250 in June 2016. After expiration of this
506 Agreement on June 30, 2016, teachers' compensation will not include any group
507 goal attainment compensation unless and until a successor agreement so provides.

508 4. All compensation shall be prorated for teachers who work less than 1.0 full-time
509 equivalent.

510 5. Salaries shall be paid in equal bi-weekly installments. Performance compensation
511 and group goal attainment compensation shall be paid in a lump sum in June 2016.

512 All on-step teachers will have their 2015-2016 performance **compensation**
513 included within their base salary at the close of June 30, 2016.

514 B. Salary Schedule

515 1. The basic salaries of teachers covered by this agreement are set forth in Appendix A
516 and nurses in Appendix B which are attached to and incorporated in this agreement.
517 The Board will make every effort to hire teachers into the District on the salary
518 schedule established under this Article X A1 based upon the degree status, years of
519 experience in teaching, and other relevant criteria, except for special circumstances.
520 These schedules shall remain in effect during the term of this agreement. In the event
521 the Board determines it is necessary to hire off schedule, including the hiring of any
522 certified teacher who does not have a Bachelor's degree, the Superintendent will notify
523 the President of the Kearsarge Regional Education Association, in writing, of that fact.
524 2. Teachers shall be paid bi-weekly. Each teacher shall have the option of salary
525 payments pro-rated on the basis of twenty-two (22) or twenty-six (26) pay periods.
526 Teachers electing pay periods shall have the choice of receiving the balance of salary in
527 a lump sum on the last day of school in June.

528 C. Graduate Credit Beyond the Master's Degree

529 1. Additional pay allowance of \$25 per credit hour for those credits earned after the
530 attainment of a Master's Degree will be paid to a maximum of thirty (30) credits. The
531 graduate credit must be in accordance with the teacher's Professional Development
532 Plan, except by special arrangements with the Superintendent of Schools.
533 2. It is the teacher's responsibility to notify the Superintendent by December 1 of any
534 anticipated change in graduate credit beyond the Master's Degree for the next year.
535 3. Teachers who are in an approved Graduate degree program beyond the Master's
536 Degree are not eligible for the additional pay allowance (per Article XI C1).

537 D. Any person changing a track who is at the top of the previous track will be given
538 his/her credited years to a maximum of three (3) additional steps.

539 E. Additional Days

540 Any teacher asked and agreeing or required under the Supervision and Professional
541 Development Model to work for the District within his/her certification beyond his/her
542 contract will be paid at an hourly rate of the teacher's annual salary divided by a factor
543 of 1,400, up to a maximum of the annual salary at the Master's track Step 7 divided by
544 1,400.

545 F. Incentive Teams

- 546 1. The fundamental elements of the Incentive Plan are outlined in Appendix E.
547 Appendix E. may be amended by the District Professional Development Committee.
548 2. The Incentive Plan provides for a \$2,000/year payment per participant for the
549 successful participation on an Incentive Team. Incentive Team participation is
550 voluntary. Team Incentive pay is different from and in addition to other compensation
551 awards. Teachers on a Formal Assistance Plan will not be eligible to participate on an
552 Incentive Team. Those in their first year of employment in the District will not be
553 eligible to participate on an Incentive Team.
554 3. A pool of funds of \$12,000 is designated to for the Incentive Team Program.

555 G. Insurance Clause:

556 In accordance with terms and conditions as set forth by the insurance providers, the
557 following insurance benefits will be afforded:

558 1. Health Insurance

- 559 a) The District will provide a payment of 85% of the cost of the HMO Plan.
560 b) The District will provide a payment of 80% of the cost of the POS Plan.
561 c) The District will provide a payment of 85% of the cost of the Care Open
562 Access+ Plan.
563 d) The District reserves the right to offer additional health plan choices as
564 long as the current plan remains in effect.
565 e) Married couples both employed by the District will contributed 0%
566 toward the cost of either two-person or family plan. Both spouses must
567 notify the SAU in writing for this election.
568 f) Any change to the existing plans in effect on July 1, 2013, must be
569 mutually agreed upon.

570 Teachers who show proof of otherwise being covered by a health insurance plan will
571 receive additional compensation of \$1,400 for opting out of the coverage offered by the
572 District. The School District shall offer this additional compensation option each year
573 of the contract, providing at least forty-six (46) employees participate in the benefit
574 annually. The opt-out payments will be pro rated and paid with each ordinary
575 paycheck. No more than once every sixty (60) days the District may request of any
576 teacher that has opted out to show proof of continuing coverage in the comparable plan.

577 Any employee who wishes to exercise his/her option must notify the business office in
578 writing thirty (30) days prior to issuance of his/her first paycheck of the school year.
579 This opt-out option is to be offered during the term of this contract and shall sunset on
580 the expiration date of this agreement if employee participation has not resulted in
581 anticipated savings to the District.
582 The District reserves the right to open contract negotiations if Federal or State of New
583 Hampshire health care laws change during the term of this contract.

584 2. Dental Insurance

585 The District shall pay 100% of the Premium towards a Core Flex Plan for
586 each teacher and his/her eligible dependents, in accordance with the district
587 plan with a \$50 deductible option and shall make available a Dental High
588 Flex Plan with the employee paying additional premium costs. In lieu of the
589 above, the District may provide equivalent or greater coverage from another
590 carrier. Should the district be notified of a change in the plan, the District
591 will notify the Association.

592 3. Death Benefit

593 The District will provide group term life insurance through such company or
594 plan as it deems appropriate in the face amount of \$50,000 not to exceed the
595 limit of non-taxable benefit by the I.R.S., payable to the beneficiary
596 designated by the covered teacher. Eligibility will be in accordance with
597 plan documents.

598 4. Long-Term Disability Insurance

599 The District shall provide long-term disability insurance for eligible
600 employees. Ninety (90) days after being disabled, the teacher can apply to
601 receive sixty-six and two-thirds percent (66 2/3 %) of their current salary for
602 the length of the approved disability. Teachers collecting disability
603 insurance may not receive sick day compensation. Eligibility will be in
604 accordance with plan documents.

605 H. Flexible Spending Account

606 Teachers may enroll in the Flexible Spending Account during open enrollment.

607 I. Mileage Reimbursement

608 Approved mileage will be reimbursed per IRS mileage rate as of September 1 of the
609 preceding school year.

610 J. Early Retirement

611 1. Only full time teachers who have a date of hire prior to December 31, 1992 and who
612 have not had a break in service since December 31, 1992 may submit a written request
613 for early retirement to the Board. This request for early retirement shall be dated and
614 signed by the teacher and submitted by June 30 of the year preceding the year in which
615 the retirement shall commence. The Board shall notify all applicants within ninety (90)
616 days of the deadline.

617 2. All teachers who have taught in the District less than 1.0 FTE up until June 30, 2007
618 will receive credit for those years as Full-Time Equivalent (FTE) years for the purpose
619 of years of service only. This adjustment is for years of service only and not for
620 calculation of benefits. Beginning July 1, 2007 all teachers who work less than 1.0
621 FTE will receive credit for years teaching based upon their contractual proportion of
622 full time and are not considered full time.

623 3. Any full time teacher who applies for early retirement and does not receive early
624 retirement will be placed in chronological order by date of hire in subsequent years.

625 4. For any full time teacher who has been less than full time in the previous five (5)
626 years who qualified for and is granted early retirement, the retirement benefit will be
627 figured as follows: teachers will be paid 30% of the average of the last five (5) year's
628 annual salary multiplied by the FTE average of the last five (5) years annually for a five
629 (5) year period, or until age 65, whichever is shorter.

630 5. For any full time teacher who is granted early retirement and who has taught 1.0
631 FTE for five (5) continuous years prior to applying the salary benefit will be: teachers
632 will be paid 30% of the last year's salary annually for a five (5) year period, or until age
633 65, whichever is shorter.

634 6. Medical coverage will be provided up to a two person HMO plan, which will be
635 available to the retired teacher from the plan offered by the District. Each teacher is
636 obligated to pay the same co-payment amount as required of active full time teachers. If
637 a teacher selects a plan other than the HMO plan, he/she is responsible for the
638 difference in the premium amount; in other words, the district will pay only its portion

639 of the two person HMO plan. If a teacher has worked less than full time within the last
640 five (5) years the insurance benefit will be paid as follows: the average FTE over the
641 past five (5) years times the District contribution.

642 7. Teachers who receive early retirement may work in the District less than full time or
643 as a temporary employee. The employment will be consistent with the District's policy
644 on contracted services.

645 8. If there are applicants, at least four (4) requests for early retirement per year shall be
646 approved by the School Board. Applicant(s) with the greatest number of FTE years of
647 continuous service shall be given first consideration.

648 9. Any full time teacher who has a date of hire prior to December 31, 1992 will be
649 given the option of early retirement or a \$2,500 annual deposit into a tax-sheltered
650 annuity in accordance with the District plan. Teachers electing the \$2,500 annual
651 deposit option are no longer eligible for any other early retirement benefits as described
652 in this section. In order to receive this tax-sheltered annuity, a full time teacher must
653 notify the SAU in writing annually by April 15. He/she will receive the deposit within
654 ninety (90) calendar days of the date of receipt of the request by the SAU.

655 K. The District tax-sheltered annuity (403b) shall consist of two tax shelter annuity
656 vendors: Horace Mann and Fidelity, provided these vendors are in compliance with
657 relevant IRS regulations. The District may use a retirement plan administrator to
658 manage these vendors. Teachers will have the choice as to which of the two vendors
659 will provide the annuity. The plan is subject to relevant IRS regulations.

660 L. Longevity

661 1. Teachers will receive longevity payment for continuous years of service within the
662 District (including the pre-existing Warner and New London Districts) as an
663 acknowledgement of proficiency in their profession.

664 2. Teachers who have had a step increase or step increases withheld will not receive
665 credit for longevity payment for the year or years in which the step increases were
666 withheld. Any teacher who has had more than two step increases withheld will not be
667 eligible for longevity pay.

668 3. Child-rearing, sabbatical leaves, the Family and Medical Leave Act, and long-term
669 disability absences of up to one (1) year, or longer at the discretion of the Board, will

670 not be considered as a break in continuous service.
671 4. Notwithstanding the following, the longevity will be frozen at the 1994-95 levels
672 for all teachers. Teachers who did not receive a longevity payment in 1994-95 will not
673 receive a payment under this Agreement, nor will any longevity payment be increased
674 under this Agreement from the 1994-95 amounts.

675 5. Longevity will be paid according to the following formula:

676	10th to 14th contract	-	\$ 300 per contract year
677	15th to 19th contract	-	\$ 500 per contract year
678	20th to 24th contract	-	\$ 750 per contract year
679	25th and beyond	-	\$1,000 per contract year

680 6. Full time teachers hired after January 1, 1993 are eligible to receive the following:

681 a) A full time teacher with fifteen (15) years of continuous service is eligible to
682 receive \$1,000 deposited annually in a tax-sheltered annuity in accordance with
683 the District Plan.

684 b) A full time teacher with twenty (20) years of continuous service is eligible to
685 receive \$2,000 deposited annually in a tax-sheltered annuity in accordance with
686 the District Plan.

687 7. In order to receive the tax-sheltered annuity in Article XI J6, a full time teacher
688 hired after January 1, 1993 must notify the SAU in writing by April 15. He/she will
689 receive the deposit within ninety (90) days of the date of receipt by the SAU.

690 M. Co-curricular Activities

691 1. Advisors/coaches of co curricular activities shall receive a fixed stipend determined
692 by the negotiated formula as outlined in Appendix C, which is attached to and
693 incorporated in this agreement. The dollar amount will remain fixed for the term of this
694 agreement. The listing of an activity does not constitute a commitment that the position
695 will be filled. If additional positions are added, the rate of pay will be determined by
696 the negotiated formula. This formula and schedule will remain in effect during the term
697 of this agreement.

698 2. To add a position to this schedule, after two (2) years of an organized group being
699 active, the Superintendent, through the building principal, shall be notified by the group's
700 leader that a request is going to be made. The request will be presented in writing to the

701 School Board and Superintendent. The request shall include the necessary information
702 from the bottom on Appendix C. The School Board shall respond in writing with its
703 decision by the second meeting after the presentation. If the School Board denies the
704 request, the Board will include its reasons. Requests for additions to a subsequent budget
705 must be made by October 1 of the year preceding the inclusion in the budget.

706 N. Notwithstanding any other provision in this Agreement, the amount otherwise payable
707 to a teacher shall be reduced by such amount as is necessary to prevent the District
708 from being assessed by the New Hampshire Retirement System under RSA 100-A:16,
709 III-a.

710

711 **Article XII. APPROPRIATIONS**

712 A. Any agreement reached which requires the expenditure of public funds for its
713 implementation shall not be binding upon the School Board unless and until the
714 necessary appropriations have been made by the voters of the District.

715

716 **Article XIII. TEACHER EVALUATION**

717 A. The purpose of evaluation shall be the assessment and improvement of teacher
718 performance in order to maintain a high quality of education. Both parties agree that
719 teachers' relationships within the school with other teachers, students, the public and
720 school personnel are important.

721 B. The building principal or his or her designee will work with each new teacher to help
722 him/her orient him/herself to the District. The building principal or his or her designee
723 will work with all teachers individually to improve instruction throughout the District.
724 All evaluations will be based on normal evaluation techniques and daily activities.
725 Teachers will cooperate fully in this effort. All evaluations will be conducted by an
726 individual who holds an administrative certification or is in process of getting
727 administrative certification, and has completed the appropriate evaluation and
728 supervision course work. Teachers will be evaluated using the Supervision and
729 Professional Development Model. The Supervision and Professional Development Model
730 does not contradict the terms of the collective bargaining agreement and does not change
731 the terms and conditions of employment. Any changes to the Supervision and

- 732 Professional Development Model must be mutually agreed upon.
- 733 C. Each teacher with fewer than three (3) years' experience in the Kearsarge Regional
734 School District will be evaluated at least two (2) times each year. Thereafter, formal or
735 informal evaluations will be made at least once each year.
- 736 D. The School Board reserves the right to withhold a teacher's pay increase and/or put a
737 teacher on a Formal Assistance Plan if performance deficiencies exist and are
738 communicated to the teacher. The teacher will first be given written notification by
739 his/her direct supervisor, either department head or principal, which will include
740 examples or illustrations of deficiencies, expected corrections, and a reasonable time
741 period in which to make the corrections. If the deficiencies still exist at the end of this
742 time period, then written notice will be given to the teacher by his/her principal that the
743 teacher may have a pay increase withheld and/or be placed on a Formal Assistance Plan.
744 All information forming the basis for withholding a pay increase or being placed on a
745 Formal Assistance Plan will be made available to that teacher.
- 746 E. A teacher who disagrees with an evaluation that results in the withholding of a pay
747 increase or being placed on a Formal Assistance Plan as a result of that evaluation, may
748 submit a written answer to be attached to the file copy of the evaluation. Evaluations may
749 only be grieved under Article VI of this agreement based on alleged procedural violation.
- 750 F. Because of an unfavorable evaluation, if the contract of a continuing teacher is in
751 jeopardy, or there is a possibility of having a pay increase withheld, the teacher will be
752 notified in writing not later than February 1. If the contract of a continuing teacher is not
753 to be renewed, or an increase is to be withheld in whole or in part, the teacher will be
754 notified in writing on or before April 15.

755

756 **Article XIV. JUST CAUSE**

- 757 A. A continuing teacher shall not be warned, disciplined, discharged, or non-renewed
758 without just cause.
- 759 B. Notwithstanding Section A of this Article, any teacher who is determined through the
760 exercise of reasonable care by the administration to constitute a potential danger or
761 threat to the health, safety, or welfare of any student or staff member or is determined
762 to contribute to situations where the District or its teachers would be exposed to legal

763 liability from the teacher's conduct may be relieved of his/her job duties and
764 responsibilities with pay. Except in cases of emergency this would include the initiation
765 of an investigation.

766 C. Any teacher relieved of duties and responsibilities under Section B of this Article is
767 entitled to appeal directly to the School Board in accordance with the grievance
768 procedure provided for in this Agreement. The standard used by the School Board in
769 evaluating the decision of the Administration in the situation is whether or not there are
770 facts and evidence, which should allow a reasonable person under the same
771 circumstances to make the decision that is being reviewed.

772 D. A teacher returned to work after a suspension under this section, and upon finding no
773 wrong doing, shall have all pertinent District files expunged of any material adverse to
774 the teacher's interests and shall not be used in evaluations.

775

776 **Article XV. VACANCIES, TRANSFERS, AND REASSIGNMENTS**

777 A. Notice of teacher vacancies within the District will be posted on the official bulletin
778 board in each school for seven (7) calendar days. Such notices shall contain date of
779 posting and the date until which applications and requests for transfers will be accepted.

780 B. Teachers who desire a change in grade and/or subject assignment or who desire to
781 transfer to another building within the District may file a written statement both
782 electronically and hard copy of such desire with the Superintendent and
783 receiving/leaving building principals no later than the third Friday in March. Such
784 statement shall include the grade and/or subject to which teacher desires to be assigned
785 and the school or schools to which the transfer is desired, in order of preference.

786

787 **Article XVI. SCHOOL DAY**

788 A. The school day shall be seven and three quarters (7 3/4) hours in duration. Teachers are
789 required to be on site during the school day, unless otherwise authorized by
790 Administration. All teachers shall be provided with a daily duty-free preparation time
791 of one (1) period (a minimum of 40 minutes), and a duty free lunch. If the school day is
792 modified, the preparation time will be adjusted.

793 B. Teachers shall participate in District professional activities consisting of up to four (4)

794 KRSD sponsored sessions per year. These activities will: 1) not exceed two (2) hours
795 in length, 2) end by 5:30pm, and 3) not be scheduled on a Friday, Saturday, Sunday or
796 day before a school holiday. These professional activity dates (including make-up
797 dates) will be scheduled on the approved school calendar by April 1 of the preceding
798 school year. Teachers who are designated for attendance will not participate in other
799 school activities until after the professional activity has been adjourned. If a
800 professional development session is cancelled due to unforeseen circumstances, the
801 Association and Administration will mutually agree to a rescheduled day.

802 C. Teachers shall also participate in eight (8) hours of “Choice Time” during the school
803 year.

804 1. Teachers shall engage in eight (8) hours of PD “Choice Time” during non-
805 contract times (evenings, weekends, vacations, summer...)

806 2. “Choice Time” must be pre-approved by the teacher’s building administrator.

807 3. “Choice Time” must be an accepted PD activity related to the teacher’s IPDP
808 goals.

809 4. “Choice Time” will be logged, reflected on, and submitted via a form on
810 MyLearningPlan.

811 5. All “Choice Time” must be approved, completed and submitted between June 30
812 and May 1.

813 D. Staff meetings are held on the first and third Wednesdays of each month during the
814 school year. All teachers are required to attend. There will be no school, Association
815 or District activities scheduled during staff meeting times, except at the discretion of
816 the Superintendent or designee.

817 E. Association meetings are held on the second Wednesday of each month during the
818 school year. There will be no school or District activities scheduled during Association
819 meeting times, except at the discretion of the Association President or designee. The
820 Association President will notify the Superintendent of any exceptions.

821

822 **Article XVII. ALCOHOL AND DRUG-FREE WORKPLACE**

823 The Association and District recognize and support the value of a drug and alcohol free
824 work environment.

825

826 **Article XVIII. CONTRACT YEAR**

827 The contract year is one hundred eighty-eight (188) days: one hundred eighty (180) days
828 of instruction, eight (8) other days of non-instructional activity such as curricular
829 development, advising of students, parental conferences, preparation for the school year,
830 school closure activities, etc.

831

832 **Article XIX. SAVING CLAUSE**

833 If any article or part of the Agreement is held to be invalid by operation law or by tribunal
834 of competent jurisdiction, or if compliance with or enforcement of any article or part
835 should be restrained by such tribunal, the remainder of the Agreement shall not be affected.

836

837 **Article XX. DURATION**

838 This Agreement will be effective as of July 1, 2013 and remain in full force and effect until
839 June 30, 2016.

840

841 **Article XXII. INTENT**

842 A. This Agreement constitutes the entire Agreement between the parties. During the term
843 of this Agreement, neither party will be obligated to bargain with respect to any subject
844 or matter covered or referred to in this Agreement or with respect to any subject or
845 matter not specifically covered by it. In reaching this Agreement, the parties have
846 considered all matters lawfully subject to collective bargaining. The Board further
847 agrees not to negotiate with any individual, teacher's group or organization other than
848 the KREA in regard to any matter covered by this Agreement.

849 B. This Agreement may not be modified in whole or in part, by deletion or addition to,
850 except by an instrument in writing duly executed by both parties.

851 C. This Agreement may be reopened upon mutual consent of the Kearsarge Regional
852 Education Association and the Kearsarge Regional School Board.

Appendix A - KRSD Teacher Salary Schedule

APPENDIX A - 2013-14 TEACHER SALARY SCHEDULE				
				CAGS/
Step	B	B+15	M	Doc
1	\$37,422	\$38,807	\$42,099	\$43,485
2	\$39,294	\$40,677	\$43,972	\$45,356
3	\$41,164	\$42,550	\$45,842	\$47,226
4	\$43,035	\$44,420	\$47,713	\$49,098
5	\$44,907	\$46,291	\$49,584	\$50,968
6	\$46,778	\$48,162	\$51,455	\$52,840
7	\$48,648	\$50,033	\$53,326	\$54,711
8	\$50,520	\$51,904	\$55,198	\$56,582
9	\$52,390	\$53,776	\$57,069	\$58,452
10		\$55,646	\$58,939	\$60,324
11		\$57,517	\$60,811	\$62,195
12		\$59,388	\$62,682	\$64,067
13			\$64,553	\$65,937
14			\$66,424	\$67,808
15			\$68,295	\$69,679
16			\$70,165	\$71,551
Off-Step B	\$52,990	\$59,988	\$70,765	\$72,151
Off-Step A	\$53,253	\$60,285	\$71,117	\$72,509
Definitions (subject to Article XIII(D)): Off-Step B: Those who were at the top step in 2012-13. Off-Step A: Those who were off-step in 2012-13.				

APPENDIX A - 2014-15 TEACHER SALARY SCHEDULE				
				CAGS/
Step	B	B+15	M	Doc
1	\$37,797	\$39,196	\$42,520	\$43,920
2	\$39,687	\$41,084	\$44,412	\$45,810
3	\$41,576	\$42,976	\$46,301	\$47,699
4	\$43,466	\$44,865	\$48,191	\$49,589
5	\$45,357	\$46,754	\$50,080	\$51,478
6	\$47,246	\$48,644	\$51,970	\$53,369
7	\$49,135	\$50,534	\$53,860	\$55,259
8	\$51,026	\$52,424	\$55,750	\$57,148
9	\$52,914	\$54,314	\$57,640	\$59,037
10		\$56,203	\$59,529	\$60,928
11		\$58,093	\$61,420	\$62,817
12		\$59,982	\$63,309	\$64,708
13			\$65,199	\$66,597
14			\$67,089	\$68,487
15			\$68,978	\$70,376
16			\$70,867	\$72,267
Off-Step C	\$53,514	\$60,582	\$71,467	\$72,867
Off-Step B	\$54,120	\$61,188	\$72,073	\$73,473
Off-Step A	\$54,386	\$61,488	\$72,429	\$73,835
Definitions (subject to Article XIII(D)): Off-Step C: Those who were at the top step in 2013-14. Off-Step B: Those who were at off-step B in 2013-14. Off-Step A: Those who were at off-step A in 2013-14.				

APPENDIX A - 2015-16 TEACHER SALARY SCHEDULE				
				CAGS/
Step	B	B+15	M	Doc
1	\$38,175	\$39,588	\$42,946	\$44,360
2	\$40,084	\$41,495	\$44,857	\$46,269
3	\$41,992	\$43,406	\$46,765	\$48,176
4	\$43,901	\$45,314	\$48,673	\$50,085
5	\$45,811	\$47,222	\$50,581	\$51,993
6	\$47,719	\$49,131	\$52,490	\$53,903
7	\$49,627	\$51,040	\$54,399	\$55,812
8	\$51,537	\$52,949	\$56,308	\$57,720
9	\$53,444	\$54,858	\$58,217	\$59,628
10		\$56,766	\$60,125	\$61,538
11		\$58,674	\$62,035	\$63,446
12		\$60,582	\$63,943	\$65,356
13			\$65,851	\$67,263
14			\$67,760	\$69,172
15			\$69,668	\$71,080
16			\$71,576	\$72,990
Off-Step C	\$54,050	\$61,188	\$72,182	\$73,596
Off-Step B	\$54,662	\$61,800	\$72,794	\$74,208
Off-Step A	\$54,930	\$62,103	\$73,154	\$74,574
Definitions (subject to Article XIII(D)): Off-Step C: Those who were at off-step C in 2014-15 Off-Step B: Those who were at off-step B in 2014-15 Off-Step A: Those who were at off-step A in 2014-15				

Appendix B – KRSD Nurse Salary Schedule

APPENDIX B - 2013-14 NURSE SALARY SCHEDULE					
	0-4 Yrs.	5-9 Yrs.	10-14 Yrs.	15-19 Yrs.	20+ Yrs.
<u>Step</u>	<u>Nursing</u>	<u>Nursing</u>	<u>Nursing</u>	<u>Nursing</u>	<u>Nursing</u>
0	\$39,357	\$41,103	\$42,856	\$44,604	\$46,354
1	\$40,173	\$41,921	\$43,673	\$45,421	\$47,172
2	\$40,990	\$42,738	\$44,488	\$46,237	\$47,987
3	\$41,805	\$43,553	\$45,305	\$47,053	\$48,804
4	\$42,622	\$44,370	\$46,122	\$47,870	\$49,620
5	\$43,440	\$45,186	\$46,938	\$48,687	\$50,437
6	\$44,256	\$46,003	\$47,754	\$49,504	\$51,253
7	\$45,072	\$46,819	\$48,570	\$50,319	\$52,069
8	\$45,888	\$47,635	\$49,387	\$51,136	\$52,886
9	\$46,705	\$48,452	\$50,205	\$51,953	\$53,702
10	\$47,522	\$49,268	\$51,020	\$52,769	\$54,518
11	\$48,337	\$50,084	\$51,837	\$53,584	\$55,335
12	\$49,154	\$50,901	\$52,653	\$54,401	\$56,151
13	\$49,970	\$51,718	\$53,470	\$55,218	\$56,969
Off-Step B	\$50,570	\$52,318	\$54,070	\$55,818	\$57,569
Off-Step A	\$50,821	\$52,577	\$54,338	\$56,095	\$57,854
Definitions (subject to Article XIII(D)): Off-Step B: Those who were at the top step in 2012-13. Off-Step A: Those who were off-step in 2012-13.					

APPENDIX B - 2014-15 NURSE SALARY SCHEDULE					
	0-4 Yrs.	5-9 Yrs.	10-14 Yrs.	15-19 Yrs.	20+ Yrs.
<u>Step</u>	<u>Nursing</u>	<u>Nursing</u>	<u>Nursing</u>	<u>Nursing</u>	<u>Nursing</u>
0	\$39,751	\$41,515	\$43,285	\$45,051	\$46,818
1	\$40,575	\$42,341	\$44,110	\$45,876	\$47,644
2	\$41,400	\$43,166	\$44,933	\$46,700	\$48,467
3	\$42,224	\$43,989	\$45,759	\$47,524	\$49,293
4	\$43,049	\$44,814	\$46,584	\$48,349	\$50,117
5	\$43,875	\$45,638	\$47,408	\$49,174	\$50,942
6	\$44,699	\$46,464	\$48,232	\$50,000	\$51,766
7	\$45,523	\$47,288	\$49,056	\$50,823	\$52,590
8	\$46,347	\$48,112	\$49,881	\$51,648	\$53,415
9	\$47,173	\$48,937	\$50,708	\$52,473	\$54,240
10	\$47,998	\$49,761	\$51,531	\$53,297	\$55,064
11	\$48,821	\$50,585	\$52,356	\$54,120	\$55,889
12	\$49,646	\$51,411	\$53,180	\$54,946	\$56,713
13	\$50,470	\$52,236	\$54,005	\$55,771	\$57,539
Off-Step C	\$51,070	\$52,836	\$54,605	\$56,371	\$58,139
Off-Step B	\$51,676	\$53,442	\$55,211	\$56,977	\$58,745
Off-Step A	\$51,930	\$53,703	\$55,482	\$57,256	\$59,033
Definitions (subject to Article XIII(D)): Off-Step C: Those who were at the top step in 2013-14. Off-Step B: Those who were at off-step B in 2013-14. Off-Step A: Those who were at off-step A in 2013-14.					

APPENDIX B - 2015-16 NURSE SALARY SCHEDULE					
	0-4 Yrs.	5-9 Yrs.	10-14 Yrs.	15-19 Yrs.	20+ Yrs.
<u>Step</u>	<u>Nursing</u>	<u>Nursing</u>	<u>Nursing</u>	<u>Nursing</u>	<u>Nursing</u>
0	\$40,149	\$41,931	\$43,718	\$45,502	\$47,287
1	\$40,981	\$42,765	\$44,552	\$46,335	\$48,121
2	\$41,814	\$43,598	\$45,383	\$47,167	\$48,952
3	\$42,647	\$44,429	\$46,217	\$48,000	\$49,786
4	\$43,480	\$45,263	\$47,050	\$48,833	\$50,619
5	\$44,314	\$46,095	\$47,883	\$49,666	\$51,452
6	\$45,146	\$46,929	\$48,715	\$50,500	\$52,284
7	\$45,979	\$47,761	\$49,547	\$51,332	\$53,116
8	\$46,811	\$48,594	\$50,380	\$52,165	\$53,950
9	\$47,645	\$49,427	\$51,216	\$52,998	\$54,783
10	\$48,478	\$50,259	\$52,047	\$53,830	\$55,615
11	\$49,310	\$51,091	\$52,880	\$54,662	\$56,448
12	\$50,143	\$51,926	\$53,712	\$55,496	\$57,281
13	\$50,975	\$52,759	\$54,546	\$56,329	\$58,115
Off-Step C	\$51,581	\$53,365	\$55,152	\$56,935	\$58,721
Off-Step B	\$52,193	\$53,977	\$55,764	\$57,547	\$59,333
Off-Step A	\$52,450	\$54,241	\$56,037	\$57,829	\$59,624
Definitions (subject to Article XIII(D)): Off-Step C: Those who were at off-step C in 2014-15 Off-Step B: Those who were at off-step B in 2014-15. Off-Step A: Those who were at off-step A in 2014-15.					

A Nurse with a state certification as a Health Educator may be placed on the teachers' salary schedule at the step that is the nearest dollar equivalent but in no case lower than he/she would have received had he/she remained on the nurses' salary schedule. A nurse with less than a BA/BS in nursing will be paid \$1,500 less than the scheduled step. A nurse with a master's degree in nursing will be paid \$1,500 more than the scheduled step.

Appendix C – CoCurricular

High School	
Art Club	\$1,000.00
Awareness Day	\$2,250.00
Band, HS	\$3,000.00
Baseball, JV	\$3,000.00
Baseball, V	\$3,500.00
Basketball, B JV	\$3,250.00
Basketball, B Reserve	\$2,500.00
Basketball, B V	\$4,250.00
Basketball, G JV	\$3,250.00
Basketball, G Reserve	\$2,500.00
Basketball, G V	\$4,250.00
Cheerleading, Fall	\$1,500.00
Chorus, Accompanist	\$750.00
Chorus, HS	\$2,500.00
Class Advisor, Fresh	\$750.00
Class Advisor, Junior	\$1,500.00
Class Advisor, Senior	\$2,750.00
Class Advisor, Soph	\$750.00
Cross Country, B	\$3,500.00
Cross Country, G	\$3,500.00
Drama Stage Dir.	\$2,250.00
Drama Tech Dir	\$1,250.00
Earth club	\$750.00
Field Hockey JV	\$3,000.00
Field Hockey, V	\$3,500.00
Football, Asst, 1	\$2,750.00
Football, JV	\$2,750.00
Football, V	\$4,000.00
Golf, JV	\$2,250.00
Golf, V	\$3,250.00
Kung Fu	\$1,500.00
Lacrosse, B JV	\$3,250.00
Lacrosse, B V	\$3,750.00
Lacrosse, G JV	\$3,250.00
Lacrosse, G V	\$3,750.00
Math Intermediate	\$1,250.00
Swimming	\$2,750.00
Math Team, HS	\$1,250.00
Musical Music Dir/Pianist	\$1,750.00
Musical Stage Dir	\$2,250.00
Musical Tech Dir	\$1,250.00
National Honor Society	\$1,250.00
Project Climb, Advisor	\$2,750.00
Project Climb, Advisor	\$2,750.00
Project Climb, Advisor	\$2,750.00
Ski Team, Asst	\$2,500.00
Ski, Alpine	\$3,500.00
Ski, Nordic	\$3,500.00
Soccer, B JV	\$3,250.00
Soccer, B V	\$3,750.00

Soccer, G V	\$3,750.00
Soccer, G JV	\$3,250.00
Softball, JV	\$3,000.00
Softball, V	\$3,500.00
Spirit, Winter	\$2,750.00
Student Council Adv., HS	\$1,500.00
Tennis, B	\$3,250.00
Tennis, G	\$3,250.00
Track and Field	\$4,250.00
Track and Field Asst-1	\$2,750.00
Track and Field Asst-2	\$2,750.00
Track and Field Asst-3	\$2,750.00
Track, Winter	\$2,750.00
Yearbook, HS	\$2,750.00
Middle School	\$0.00
Activity 1	\$1,250.00
Band, MS	\$2,250.00
Baseball A	\$2,250.00
Baseball A	\$2,250.00
Basketball, Boys A	\$3,250.00
Basketball, Boys B	\$2,500.00
Basketball, Boys B	\$2,500.00
Basketball, Boys Intra	\$1,500.00
Yearbook, MS	\$2,000.00
Basketball, Boys Intra Asst	\$1,000.00
Basketball, Boys Intra Asst	\$1,000.00
Basketball, Girl's A	\$3,250.00
Basketball, Girls B	\$2,500.00
Basketball, Girls B	\$2,500.00
Basketball, Girls Intra	\$1,500.00
Basketball, Girls Intra Asst	\$1,000.00
Basketball, Girls Intra Asst	\$1,000.00
Cheerleading, MS	\$2,500.00
Chorus, MS	\$2,000.00
Cross Country, Coach MS	\$2,500.00
Destination Imagination	\$1,750.00
Drama Tech. Director	\$1,250.00
Drama, Stage Director	\$2,250.00
Field Hockey, A MS	\$2,500.00
Field Hockey, B MS	\$2,250.00
Golf Club	\$1,250.00
Math Team, MS	\$1,250.00
Musical Stage Director	\$2,250.00
Musical Tech Director	\$1,250.00
Newspaper	\$1,000.00

Soccer, Boys B MS	\$2,250.00
Soccer, Boys B MS	\$2,250.00
Soccer, Girls A MS	\$3,000.00
Soccer, Girls B MS	\$2,500.00
Soccer, Girls B MS	\$2,500.00
Softball, A MS	\$2,500.00
Softball, B MS	\$2,000.00
Student Council Advisor	\$1,000.00
Track and Field, A MS	\$2,750.00
Track and Field, Asst MS	\$1,500.00
Track and Field, Asst MS	\$1,500.00
Track and Field, Asst MS	\$1,500.00
Track and Field, B MS	\$2,000.00
Excel	\$1,750.00
Zone	\$2,500.00

Soccer, Boys A MS	\$3,000.00
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All stipends were derived according to the values in six categories below. The advantage of this system is that there is now a formula that fairly determines compensation for the present and future activities. All stipends are level funded for the term of the contract.

Total original points of 1,021. x 250 = \$255,250 plus an additional 93 base points

Number of Participants		Hours per week in season		Hours outside per week in season	
0 to10	1	0 to 3	1	0	0
11 to 20	2	4 to 7	2	1 to 10	1
21 to 40	3	8 to 11	3	11 to 20	2
41 to 60	4	12 to 15	4	21 to 30	3
61+	5	16+	5	31 to 40	4
				41+	5
Number of Public Events		Number of paid Assistants		Length of Season/weeks	
0	0	0	0	0 to 4	0
1 to 5	1	1 to 3	1	5 to 9	1
6 to 10	2	4 to 5	2	10 to 14	2
11 to 19	3	6 to 7	3	15 to 19	3
20+	4	8+	4	20+	4

Appendix D

DESIGNATION FORM TO REVIEW PERSONNEL RECORDS

I designate _____ to be my attorney-in-fact for the purpose of the review of my complete personnel file.

Signed this _____ day of _____, _____.

By: _____ Witness:

Note: Access will be provided within 48 hours from the receipt of this form. The hours referred to include only business days. If copies of materials are required, they will be provided at the standard cost per copy.

Incentive Plan

CRITERIA	EXCELLENCE INDICATORS
Stated Objectives:	<ul style="list-style-type: none"> · specifically limited (no more than 4) · measurable and observable · bounded within a specific time frame · accurately reflects and supports the intended audience · concise and realistic · clearly contributes and relates to SIP goals and efforts
Specific strategies	<ul style="list-style-type: none"> · action statements · completion is clearly identifiable · ambitious (stretches us) and achievable · evidence of contribution toward stated objective · specifically limited (no more than 4) · directly supports local efforts (district)
Desired results:	<ul style="list-style-type: none"> · observable within a specific time frame · measurable (data would provide evidence of achievement) · quantitative and qualitative · identifies process outcome(s) · must relate to objective
Anticipated impact:	<ul style="list-style-type: none"> · contributes to systemic change · responsive to dynamic nature of educational improvement · directly links to local efforts (district) · mobilizes increased resources for education at the local level · students are better prepared for life in some specific ways
Resource Needs:	<ul style="list-style-type: none"> · identifies a variety of resources (not just dollars) · leverages resources within the system · specifically stated · long quarter and short quarter (sustainability)
Time lines/bench marks:	<ul style="list-style-type: none"> · realistic and doable · covers a 1 year period · established milestones · provides for revisions · has identifiable start and end date
Persons responsible:	<ul style="list-style-type: none"> · team members

Appendix F Definitions

Date of Hire: The most recent date hired by the District.

Years of Continuous Service: Years covered by the Collective Bargaining Agreement without a Break in Service.

Break in Service:

A Sabbatical Leave in excess of one (1) school year.

Child Rearing Leave in excess of one (1) year unless approved by the Superintendent.

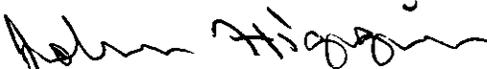
Child Rearing Leave in excess of two (2) years.

Resignation, termination, not signing a teaching contract by the prescribed date.

Signature Page

IN WITNESS WHEREOF the parties have executed this agreement this 21st day of March, 2013, for the school year 2013-2016.

KEARSARGE REGIONAL EDUCATION ASSOCIATION

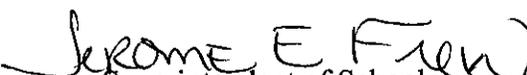
by 
Committee Chairperson

by 
KREA President

KEARSARGE REGIONAL SCHOOL BOARD

by 
Committee Chairperson

by 
KRSB Chairperson

by 
Superintendent of Schools